

REMARKS

This response is a full and complete response to the Office Action mailed April 4, 2008. In the present Office Action, the Examiner has noted that claims 1, 3-10, and 12-25 are pending, claims 2 and 11 were previously cancelled, and that claims 1, 3-10, and 12-25 stand rejected under 35 U.S.C. §103 as being unpatentable over U.S. Publication No. 2006/0020366 to Bloom in view of U.S. Patent No. 6,519,568 B1 to Harvey et al. (hereinafter "Harvey").

Assignee has added new claims 26-39. Support for the new claims may be found in the Specification at least at paragraphs 0056 through 0069 and FIG. 4, for example. Accordingly, such new claims include no new matter.

In view of the amendments and following remarks, it is submitted that the claims pending in the application are novel and nonobvious. It is believed that this application is in condition for allowance. By this response, reconsideration of the present application is respectfully requested.

Rejections under 35 U.S.C. § 103

In the Office Action, claims 1, 3-10, and 12-25 were rejected under 35 U.S.C. §103 as being unpatentable over U.S. Publication No. 2006/0020366 to Bloom in view of U.S. Patent No. 6,519,568 B1 to Harvey et al. (hereinafter "Harvey"). This rejection is respectfully traversed. For at least the reasons set forth below, Assignee submits that such claims are not rendered obvious by the applied documents.

The Examiner is reminded that to successfully make a *prima facie* rejection under 35 USC § 103, the Examiner must show that Assignee's claimed subject matter would have been obvious to one of ordinary skill in the art pertinent to Assignee's claimed subject matter at the time it was made. *See, KSR International, Co. v. Teleflex, Inc.*, US Supreme Court (decided April 30, 2007). Some of the factors to consider in this analysis include the differences between the applied documents and Assignee's claimed subject matter, along with the level of skill associated with one of ordinary skill in the art pertinent to Assignee's claimed subject matter at the time it was made. One way in which an Examiner may establish a *prima facie* case of unpatentability under 35 USC § 103 would be to show that three basic criteria have been met. First, the Examiner should show that the applied documents, alone or in combination, disclose or suggest every element of Assignee's claimed

subject matter. Second, the Examiner should show that there is a reasonable expectation of success from the proposed combination. Finally, the Examiner should show that there was some suggestion or motivation, either in the applied documents themselves or in the knowledge generally available to one of ordinary skill in the art pertinent to the claimed subject matter at the relevant time, to modify the document(s) or to combine document teachings. The motivation or suggestion to make the proposed combination and the reasonable expectation of success should be found in the prior art, and should not be based on Assignee's disclosure. *See, In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991); *See, MPEP § 2142; 2143 - § 2143.03* (regarding decisions pertinent to each of these criteria). It is respectfully asserted that the Examiner has not met these standards.

Furthermore, on October 10, 2007, the USPTO published in the Federal Register its Examination Guidelines under 35 USC § 103 in view of the KSR decision, cited above. These guidelines contain a number of relevant points. In particular, the new Guidelines state that an Examiner must articulate a reason or rationale to support an obviousness rejection. Specifically, Examiner's must articulate findings as to the scope and content of the prior art to support the obviousness rejection being made. The Examiner should focus on the state of the art and not on impermissible hindsight (e.g., from inappropriate use of Assignee's disclosure). Specifically, Examiners need to account for all claim limitations in the rejections, either by indicating how each limitation is shown by the applied documents or by providing an explanation of how the document is legally relevant despite the limitation not being shown. Thus, Examiners must explain reasoning that provides a nexus between the factual findings and the legal conclusions of obviousness. It is respectfully asserted that the Examiner has not met these standards.

The Examiner rejects claim 1 under 35 U.S.C. § 103(a) by asserting that Bloom teaches the invention substantially, except, as the Examiner points out, Bloom does not explicitly disclose the service hub including a receiver that receives access messages that define access rights for the user subscribers; and in response to subscriber's request, provide at least a portion of the selected service information to the selected user subscriber based on the access rights defined in the access message as defined by one or more access macro codes comprising the access messages. (April 4, 2008 Office Action, page 3, line 21 to page 4, line 4). But Assignee submits that Bloom also fails to disclose or make obvious *a service hub coupled between the service administrator and the one or*

more service providers, the service hub including a receiver that receives access messages that define access rights for the user subscribers, as set forth in claim 1. For example, Bloom's FIG. 1 shows a processing flow that includes Retailer Fulfillment Site 1194, Origination Regional Distribution Center (RDC) 1170, Destination RDC 1180-1, Customer Distribution Center 1190-1, and Local Delivery Distribution Hub 1192-1. Associated text in paragraph [0064] describes how items can be shipped to the Origination RDC 1170, received at the origination RDC 1170 and sorted, shipped to the destination RDC's, received into a destination RDC, and delivered to an identified Customer Distribution Center 1190-1 or a Local Delivery Distribution Hub 1192-1. The delivery shipment of packages can be shipped in bulk to a local delivery distribution hub 1192-1. Bloom continues to explain that retailers can then be billed for the orders they shipped. However, Bloom fails to disclose a service administrator, one or more service providers, and user subscribers, to which claim 1 is directed. Moreover, elements of Bloom's process flow fall short of being comparable analogues to a service administrator, one or more service providers, and user subscribers. Specifically, Bloom apparently describes retailers, customers, and an intervening product distribution process. For example, Bloom explains that a "Shipping Application can run on a retailer workstation or server computer" and include "delivery orders and traditional delivery orders [are] taken by retailers. Depending upon how the two systems can be integrated, the ePD Shipping Application can either receive order related data directly from customers using a standardized web page front-end user interface of the ePD Shipping Application or indirectly through a back-end data interface from the retailer's order processing application" (paragraph [0074]). Nowhere does Bloom describe all of what may be considered a service administrator, one or more service providers, and user subscribers.

In addition, Bloom also fails to disclose or make obvious a *service hub also including a decoder that decodes the service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or more service providers*, as set forth in claim 1. The Examiner, page 3, lines 4-10, asserts that Bloom teaches a service hub including a decoder that decodes service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or more service providers. The Examiner supports his assertion pointing out that Bloom discloses information containing "digits and values (macros) that represent different things. For example "open" defines an order status, "new" defines

order detail status, "S" means a single-item case." But here, Bloom is apparently describing information conveyed between a customer and a retailer, as further explained below. Accordingly, Bloom falls short of disclosing that such messages convey service information exchanged between the *service administrator* and the one or more *service providers*, as set forth in claim 1.

As explained above, Bloom apparently discloses process flows that are essentially limited to retailers and customers and an intervening product distribution system. For example, Bloom [0074] recites "ePD Shipper Id can also be defaulted to a pre-defined value if the retailer only uses one shipper (it can also be selected by the customer placing the order); Order Date/Time can be set to the current date/time; Retailer Order Number can be generated by the retailer's order processing system; Order Header Status can be set to a value such as "open"; Order Detail Status can be set to a value such as "new"; SKU Size and Temperature Code can be set to the values on the retailer's SKU table 1250 for the SKU selected. **Each retailer can have its own instance of the SKU table 1250 in its database, containing SKU's and SKU-related values, which are specific to that retailer.**" (emphasis added to clearly show a customer-retailer relation). Accordingly, Bloom fails to disclose a *service hub also including a decoder that decodes the service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or more service providers*, as set forth in claim 1.

The Examiner introduces Harvey to show some of the deficiencies of Bloom described above. But Harvey also fails to teach the *service hub also including a decoder that decodes the service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or more service providers*, as set forth in claim 1. For example, Harvey discloses a data delivery system for delivering data to a central hub computer for controlling data flow over a network (see Abstract). Harvey, among other things, fails to disclose a service administrator and one or more service providers, particularly since Harvey is directed to data flow and data processing. But claim 1 is directed to a system for providing online service reports to user subscribers, wherein the service reports contain service information about services rendered by one or more service providers operating, using wireless communications, at the direction of a service administrator. Accordingly, considering that Harvey's teaching is apparently directed to data flow from data collection to data processing and distribution over a network, it is not obvious why Harvey would decode service information from one or more operational messages comprising macro messages to convey service

information exchanged between a service administrator and the one or more service providers, as set forth in claim 1. Accordingly, Harvey does not render claim 1 obvious.

Because neither Bloom nor Harvey disclose *a service hub also including a decoder that decodes the service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or more service providers*, as set forth in claim 1, any combination of Bloom and Harvey would not yield all of the limitations of claim 1. It is noted that in *KSR v. Teleflex*, cited previously, it was determined that a motivation for the proposed combination did exist. Here, even if we assume that such a motivation exists, which we do not concede, the proposed combination would still fail to meet all of the elements. Therefore, assignee respectfully submits that claim 1 is patentably distinguishable over Bloom and Harvey.

As discussed above, even under the PTO guidelines released after the *KSR* decision, the Examiner should still demonstrate that each and every element of the rejected claims is shown by the applied documents. As indicated above, the limitations of claim 1 however, are not demonstrated by Bloom, and combining Harvey does not make up for Bloom's shortcomings. Claims 3-9 depend from claim 1 and are therefore patentably distinguishable for at least the same reasons. Accordingly, assignee respectfully requests withdrawal of the rejection of claims 1 and 3-9 under 35 U.S.C. § 103(a).

While differing in scope from claim 1 at least in part, claims 10 and 19 each recite similar limitations to claim 1. Assignee respectfully submits that these claims, and claims 12-18 and 20-25 depending therefrom, similarly distinguish over Bloom and Harvey. Accordingly, assignee respectfully requests withdrawal of the rejection of claims 10 and 19, and their dependent claims 12-18 and 20-25 under 35 U.S.C. § 103(a).

Failure of the Assignee to respond to a position taken by the Examiner is not an indication of acceptance or acquiescence of the Examiner's position. It is believed that the Examiner's positions are rendered moot by the foregoing and, therefore, it is not necessary to respond to every position taken by the Examiner with which Assignee does not agree in this or other correspondence. Instead,

it is believed that the foregoing addresses the issues raised by the Examiner and that the present claims are in condition for allowance.

Conclusion

The foregoing is submitted as a full and complete response to the Office Action mailed April 4, 2008. In view of the foregoing amendment and remarks, Assignee respectfully submits that pending claims are in condition for allowance and a notification of such allowance is respectfully requested.

If the Examiner believes that there are any remaining informalities that can be corrected by an Examiner's amendment, a telephone call to the undersigned at (858) 658 - 5773 is respectfully solicited.

In the event there are any errors with respect to the fees for this response or any other papers related to this response, the Director is hereby given permission to charge any shortages and credit any overcharges of any fees required for this submission to Deposit Account No. 170026.

Respectfully submitted,

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